

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STEVEN S. NOVICK,	:	<u>ORDER DENYING MOTION</u>
	:	<u>FOR RECONSIDERATION</u>
	:	
Plaintiff,	:	07 Civ. 7767 (AKH) (KHN)
-against-	:	
	:	
AXA NETWORK, LLC, et al.	:	
	:	
Defendants.	:	
	:	
-----	x	
ALVIN K. HELLERSTEIN, U.S.D.J.:		

On January 19, 2010, Plaintiff Steven S. Novick moved for reconsideration of my Order granting Defendants motion for partial summary judgment and denying Plaintiff's request for a stay of the judgment's execution. See Novick v. AXA Network, LLC, 07 Civ. 7767 (AKH), 2009 WL 2753201 (S.D.N.Y. Aug. 27, 2009).

The standards governing a motion for reconsideration are "strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked . . . [and which] might be expected to alter the [court's] conclusion." Shrader v. CSX Transp., Inc., 70 F.3d 255, 257 (2d Cir. 1995); Local Civil Rule 6.3 (requiring movant to "set[] forth concisely the matters or controlling decisions which counsel believes the court has overlooked"). A motion for reconsideration may not rehash arguments already made or advance arguments not previously presented. Pfizer, Inc. v. Stryker Corp., No. 02 Civ. 8613 (LAK), 2005 WL 44383, at *1 (S.D.N.Y. Jan. 10, 2005).


Plaintiff does not point to any overlooked controlling caselaw or facts in support of his motion. Rather, he restates his argument that the promissory note and his

employment agreement were dependent promises. I have already considered and rejected that argument.

Accordingly, Plaintiff's motion for reconsideration is denied. The Clerk shall mark the motion (Doc. No. 83) as terminated.

SO ORDERED.

Dated: February 2, 2010
New York, New York



ALVIN K. HELLERSTEIN
United States District Judge